DONALD R. PETERSON TERRY E. JOHNSON JAMES T. MURRAY, JR. MARY K. WOLVERTON MARY LEE RATZEL WILLIAM R. SACHSE, JR. RANDY S. PARLEE JANET E. CAIN TIMOTHY J. PIKE †
RONALD G. PEZZE, JR. PETER F. MULLANEY MICHAEL P. CROOKS JAN M. SCHROEDER FREDERICK J. SMITH ANDREW J. QUARTARO CLAYTON L. RIDDLE

ATTORNEYS AT LAW SUITE 200 131 W WILSON STREET

MADISON, WISCONSIN 53703

608 256-5220 FACSIMILE 608 256-5270 WEB SITE www pjmlaw com

MILWAUKEE OFFICE

SIXTH FLOOR
733 NORTH VAN BUREN STREET
MILWAUKEE, WISCONSIN 53202-4792
TELEPHONE 41278-8800
FACSIMILE 414-278-0920

KENOSHA OFFICE

SUITE 102 10505 CORPORATE DRIVE PLEASANT PRAIRIE, WISCONSIN 53158 TELEPHONE 262-857-4350 FACSIMILE 262-857-4160 MARIA DELPIZZO SANDERS*
JUDITH O O'CONNELL
JOSEPH M FASI, II
MICHAEL J WIRTH
WERNER ERICH SCHERR
SCOTTE WADE**
LISA A. GILMORE
ANTHONY D CONLIN
HEIDI M BIASI
JAMES W GOONAN
C PAUL SNYDER
NATHAN K JOHNSON
MATTHEW C ALLEN
KIM M KLUCK ***
MARY E HUGHES

*ALSO ADMITTED IN OHIO
**ALSO ADMITTED IN MICHIGAN
***ALSO ADMITTED IN FLORIDA

† ALSO ADMITTED IN ILLINOIS

May 21, 2004

VIA FAX AND U.S. MAIL

Jeffrey S. Jordan, Esq.
Supervisory Attorney
Complaints Examination and Legal Administration
Federal Elections Commission
999 East Street, N.W.
Washington, D.C. 20463

RE:

Democratic Party of Wisconsin v. Welch for Wisconsin

MUR 5446

Our File No. 1098-0254

Dear Attorney Jordan:

Enclosed please find the response of Welch for Wisconsin, as well as Citizens for Welch, Senator Welch's state committee; Senator Welch personally; Jeanne Welch, personally, and as an independent contractor of Citizens for Welch; John Hiller, personally, and as the Treasurer of Welch for Wisconsin; and Richard Rathjen, Treasurer for Citizens for Welch, to the complaint filed by the Democratic Party of Wisconsin. I understand pursuant to 2 U.S.C. §437g(a)(12)(A) that the response is confidential until the Federal Elections Commission decides how it will act. As a result, I am not providing a copy of the response to the DPW, or anyone else other than the Welch for Wisconsin Campaign. Thank you for your cooperating in filing the same.

Very truly yours,

PETERSON, JOHNSON & MURRAY, S.C.

Michael P. Crooks

MPC:taz Enclosure



PETERSON, JOHNSON & MURRAY, S.C.

May 21, 2004 Page 2

John J. Hiller, Treasurer cc:

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RESPONSE TO MUR 5446¹

2004 MAY 28 A 10: 45

It is becoming increasingly clear that the Democratic Party Of Wisconsin ("DPW") is utilizing the Federal Elections Commission ("FEC") as a diversion and a method of attempting to distract State Senator Bob Welch from the campaign at issue against his Republican counterparts and later, presumably, against Democratic Senator Feingold.² To date, the Welch campaign has raised well in excess of \$750,000.00, yet the DPW complains about a total of under \$50,000.00. With one exception, which has been corrected, the allegations set forth in the April 19, 2004 letter from DPW to FEC are without merit and should be readily dismissed without further investigation. Virtually all of the substance for the complaint filed by the DPW comes from a newspaper article written by Spivak and Bice, which is hearsay and attached to the complaint of the DPW. Neither the newspaper article nor the complaint filed by the DPW contemplated any reasonable explanation for the expenditures, rather, simply implied wrongdoing on the part of the Welch federal campaign. Such wrongdoing is expressly denied.

ARGUMENT

A. Transfer of Funds From Non-Federal Account to Federal Account

On September 29, 2003, Senator Welch's state campaign wrote a \$1,000.00 check to his federal campaign. On February 22, 2004, Senator Welch's state campaign wrote another \$1,000.00

Six letters were received from the FEC addressed to the following: (1) Citizens for Welch, Senator Welch's state committee, (2) Welch for Wisconsin, Senator Welch's federal committee, and (3) Senator Welch personally, (4) Jeanne Welch, personally, as an independent contractor of Citizens for Welch, (5) John Hiller, personally, and as the Treasurer of Welch for Wisconsin; and (6) Richard Rathjen, Treasurer for Citizens for Welch. This letter responds to all of these communications.

State Senator Welch has already been required to expend, time, money, and other resources to respond to a frivolous complaint filed earlier this year by DPW. See MUR 5387.

check to his federal campaign. At the time this was done, Senator Welch's federal campaign staff was relying upon 11 C.F.R. 100.5(a) and 102.6(a). These sections were mistakenly interpreted by the Welch campaign as authorizing a transfer of up to \$1,000.00 from a state campaign to a federal campaign. Unfortunately, at the time that the transfer was made, Senator Welch's federal campaign was unaware of 11 C.F.R. 110.3(d).

The campaign became aware of that regulatory section when it received a phone call from a local reporter inquiring as to the transfer, well before the DPW complaint. Thereafter, Mr. Hiller, Senator Welch's treasurer for his federal campaign, contacted the FEC and spoke with Chris Jones. After an extended period of time on the telephone, Mr. Jones found 11 C.F.R. 110.3(d), and pointed it out to Mr. Hiller. The federal campaign then cut a check for \$2,000.00 back to the state campaign. (See Exhibit A). Thus, this portion of the complaint has been resolved and should be dismissed by the FEC.

B. Mailing List

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A mistake was contained within Senator Welch's state senate report with respect to which entity received payment for the mailing list that allegedly came from the Republican Party of Wisconsin.³ In actuality, \$9,000.00 was spent to lease mailing lists from Gateway Ventures, which was used, and to be used, to do all of the fundraising work which Gateway Ventures planned during the relevant period from September 1, 2002 through September 31 (sic), 2003. Senator Welch had previously leased such lists for purposes of state fundraising from the Republican Party of Wisconsin. As such, when Phil Prange of Gateway requested a check for leasing mailing lists for

An amendment to the state report is in the process of being prepared and will be filed shortly.

the fundraising work, Senator Welch again assumed that the check should be made payable to the Republican Party of Wisconsin.

The Republican Party never received the \$9,000.00 referenced, but rather the check was deposited by Phil Prange into the account of Gateway, as evidenced by the deposit stamp on the reverse side of the check. (See Exhibit B). Phil Prange was not working for the Republican Party at any time relevant hereto, but rather for Gateway, the fundraiser for Senator Welch's state campaign.

Moreover, the allegation that the mailing list at issue was used for the mailer attached to the DPW complaint also is incorrect. Richard Norman and Company prepared and distributed the initial mailer to a list of known republican voters which it owned. A portion of the charges of Richard Norman and Company was in payment for a list maintained by it. (See Exhibit C). The mailing list paid for with the \$9,000.00 check was not used to do a federal campaign mailing. As such, this portion of the complaint should be dismissed.

C. Gateway Ventures

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The DPW is challenging the validity of two payments made to Gateway Ventures, a fundraising organization run by Phil Prange for fundraising in conjunction with Senator Welch's state campaign. Gateway Ventures was paid \$4,429.07 for expenditures incurred in conjunction with fundraising activities from January 1, 2003 through June 1, 2003. A copy of a bill memorializing these expenses is appended hereto as Exhibit D. Additionally, Gateway Ventures was paid \$29,000.00, pursuant to a contractual agreement between Citizens for Welch (the state campaign) and Gateway Ventures with respect to fundraising activities from September 1, 2002 through September 31 (sic), 2003. (See Exhibit E). Senator Welch paid both of these invoices to conclude the work which Gateway was doing and had done for his state campaign, pursuant to the contractual

agreement, prior to hiring that same entity to fundraise for his federal campaign. Exhibit E constitutes the support for the \$29,000.00 payment, which was for the work done pursuant to contract.

As pointed out by the DPW, Senator Welch did not announce for his federal candidacy until July 21, 2003. There was no federal election activity by Gateway or State Senator Welch prior to that date. 11 C.F.R. 100.24(a).

Before his announcement on July 21, 2003, Senator Welch was still a candidate for state office. During the calendar years of 2002 and 2003, significant funds were raised by Gateway. Citizens for Welch was obligated to pay for Gateway's assistance during that period, in which nearly \$70,000.00 was raised for Senator Welch's state campaign.

"]' :<u>"</u>]

It was not until about August 25, 2003 that Phil Prange of Gateway officially joined Senator Welch's federal campaign. There is absolutely no proof that there was anything improper in paying Gateway for services rendered in conjunction with Senator Welch's state campaign, and consistent with the agreement attached. Likewise, there is no evidence that any statements in this regard are false, as alleged by DPW. Moreover, there is no federal campaign rule or law prohibiting hiring the same fundraiser utilized in a state campaign for a subsequent federal campaign. As a result, this portion of the complaint should be dismissed.

D. Non-Federal Payments to and Federal Contribution from Jeanne Welch

As with Gateway, once Senator Welch made the decision to run for federal office, he needed to compensate those who had been involved in his state campaign for the preceding period. Jeanne Welch, operating as an independent contractor, offered invaluable support to her husband in the form of office management, accounting, consulting, bill payment, and general communication matters. She had not received any payment from the state campaign after November 8, 2002. She had worked

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tirelessly during the period preceding November 8, 2002, and continuing well into 2003, and the campaign had the money to fairly compensate her for her services. Citizens for Welch paid her approximately \$750.00 a month for the nine month period preceding her payment. There is no law prohibiting fair compensation to a family member for work done on behalf of the campaign. There is absolutely no proof that there was anything improper about this payment and can be no proof in this regard.

More than two months after she received payment for her work on behalf of the state campaign, Jeanne Welch contributed to her husband's federal effort, \$4,000.00, the maximum permitted by law under 11 C.F.R. 110.1(b)1. There is nothing improper about this. As a result, this portion of the complaint should be dismissed.

E. The Foxfire Fundraiser

The Foxfire Fund Raiser occurred on June 9, 2003 and was invoiced thereafter. A copy of the invoice is attached as Exhibit F. Attached hereto as Exhibit G is a list of all of the donations made to Senator Welch's state campaign on the day of the fundraiser from Waupaca area residents attending the event. This document was attached to the DPW complaint and shows a complete lack of candor by DPW and the lengths to which the DPW is willing to go to try to make the campaign difficult for Senator Welch.

There is nothing at all questionable about paying for the fundraiser which was conducted while Senator Welch was still a state senator, presumably running for re-election for his state office.

In fact, the state campaign had an obligation to pay for it. As a result, this portion of the compliant should be dismissed.

Senator Welch traveled between April and June, 2003 on state business. Specifically, he was working on issues related to budget, the property tax freeze issue, and other issues related to the district. State Senator Welch was not formally or informally running for the United States Senate during this period. There is absolutely no proof that there was anything improper about these expenses or that they had any federal campaign purposes associated with them. As a result, this portion of the compliant should be dismissed.

G. Specific Questions

The Welch for Wisconsin campaign believes that the answers to the specific questions posed by the DPW are clear. To make certain that the FEC understands its position, however, the following questions posed by the DPW should all be answered "No." Specifically,

- 1. Did Senator Welch's transfer of \$1,000.00 directly from his nonfederal campaign account to his federal account violate FEC rules? -No. It was a misinterpretation of the applicable regulation and the two transfers have been repaid to the state campaign fund.
- 2. Did Senator Welch's payment for federal fundraising consulting, mailing lists, event, and other costs from his nonfederal account violate federal law? -No. There were no such payments.
- 3. Did Jeanne Welch's contribution of \$4,000.00 to Senator Welch's federal account, after her receipt of \$6,000.00 from his nonfederal account, represent a contribution in the name of another, and a transfer of funds from a nonfederal campaign account to a federal campaign account, in violation of federal law? -No. Jeanne Welch was

justly compensated for work done for Citizens for Welch. Later, she made a contribution to the federal campaign.

4. Did Senator Welch's attempts to conceal his actions, after receiving a notice of similar violations contained in the complaint commencing Matter Under Review 5387, constitute willful violations subject to enhanced penalties under 2 U.S.C. § 437g(d)? -No. There were no such attempts, and credible explanations have been furnished by the respondents for all of the alleged violations and they are meritless.

Welch for Wisconsin requests that the entirety of MUR 5446 be dismissed. Thank you for your kind consideration of the Welch for Wisconsin response. Should you have any questions, comments or concerns, please do not hesitate to contact Attorney Crooks.

Dated at Madison, Wisconsin this day of May, 2004.

PETERSON, JOHNSON & MURRAY, S.C.

Bv:

Michael P. Crooks State Bar No. 01008918

P.O Address:

and the state of t

131 West Wilson Street Suite 200 Madison, WI 53703 608-256-5220

24020322415

Welch for Wisconsin PO Box 523 Redgranite WI 54970

SECRETARY OF THE SENATE O4 MAY 11 AM 10: 58

May 6, 2004

United States Senate Public Records PO Hox 5109 Alexandria VA 22301

Federal Elections Commission Report Analysis Davision Am Chris Jones

RE: 1D # C00388850 Year End Report 12/31/03

Sirs.

We are responding the letter that we received from Mr. Chris Jones of the Federal Election Commission dated April 6, 2004.

Attached you will find an amended Year and Report addressing the concerns that you raised in the letter. The descriptions for the expenditures have been reviewed and where needed, enhanced

Further we would like to address an issue that we spoke to Mr. Jones about on the phone on April 14, 2004. Our committee accepted a contribution from Senator Welch's state comparing account. Crizens for Welch, under the assumption that a state committee could give any tederal committee a contribution of \$1000 per year. After Mr. Jones reviewed the matter, he informed us that this is not acceptable. We have therefore returned the contribution to Crizens for Welch. That information will show up on our next report.

Please connect us if you have any further questions.

Very truly yours.

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ATTN: Mile Crooks

	Welch for Wisconsin 600 N. PORT WASHINGTON ROAD SUITE 203 MEQUON, WI 53092	MAI MARSHALL & ILSLEY BANK MEQUON, WI 53092 12-5/760	05/01/2004
PAY TO THE ORDER OF _	Citizens For Welch	\$	\$2,000.00
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Citizens For Welch

TWO THOUSAND AND NX 100

Citizens For Welch PO Box 523 Redgianite, WI 54970-0523 05/01/2004

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Welch for Wisconsin

Citizens For Welch

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TWO THOUSAND AND XX / 100

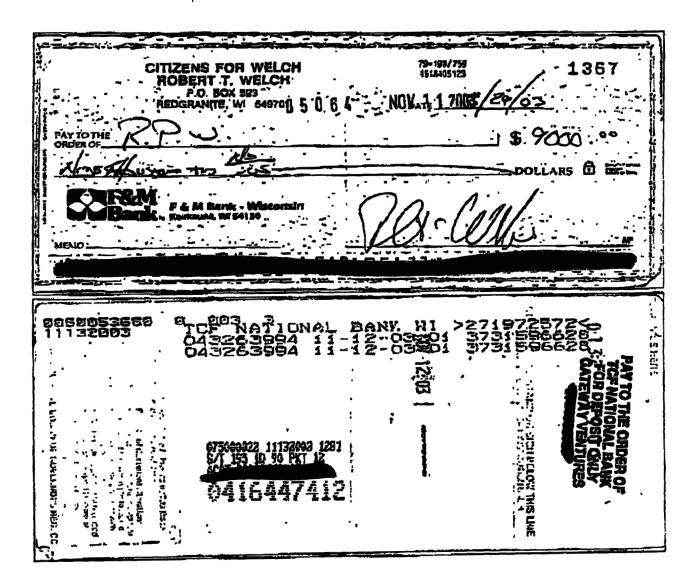
Citizens For Welch PO Box 523 Redgranite, WI 54970-0523

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5/17/2004





BROKERAGE INVOICE

INVOICE NO .:

31679 /BD

INVOICE DATE:

2/25/04

MAIL DATE:

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PAYMENT DUE: CLIENT PO:

2/4/04 G-140

SHIPPED DATE:

12/22/03

BILL TO:

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WELSH FOR SENATE/RMLC

C/O THE RICHARD NORMAN COMPANY

11951 FREEDOM DR., STE 1120

RESTON, VA 20190

OFFER:

POLITICAL

PKG:

WELSH FOR SENATE

VIA:

EMAIL

LIST:

MARK NEWMAN FOR SENATE/PLC

SEGMENT: DONORS SHIP QTY:

25812

BILL QUANTITY

DESCRIPTION

PRICE

EXTENSION

25812

\$120.00

/M

\$3.097.44

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JOB#

EMAIL SHIPPING:

\$35.00

PKG: QYIOLY

Mail Code

CAC STAMON Verified by

TOTAL:

\$3,132,44

RMLC does not accept alterations and/or deductions to invoices without list/brokerage manager's approval. Computer Verification will be required for all quantity changes.

11951 Freedom Drive - Suite #1120 · Reston, VA 20190

Talephone* (703)707-8811 - Fax: (703)707-0576 - Website: www.rmlc.net

EXHIBIT

Ъ, 02

FAX NO. 7037079601

MAY-18-2004 TUE 09:44 AM RICHARD NORMAN COMPANY

FAX NO. :

T-450 P 002/003 F-359 May. 17 2004 11:22PM P1 4145068803 P.2

May 18 04 08:48a



CHIEWAY VENTURES

TO'

Ed Aprahamian

FROM:

Dan Morse

DATE:

July 21, 2003

RE:

Attached invoices

Attached is a check in the amount of \$4,429.07 This is a check to cover expenses for the Welch campaign.

Below is a breakdown of who should get the money. Please issue these checks as soon as possible and send both of them to me here in Madison.

Please call with questions.

Amount
\$2,945.32
\$1,483.75

Payable to
The Complete Package
Ch 24FC

Blumborg No 5119

EXHIBIT

44 E. Millin Serset, Szice 202, Madelson, Wisconsin 99703 Phone-638-252-9249, Fax; 608-252-9249, Ernsi prange@astewayventu e.cc.?h

Agreement Between Gateway Ventures, Inc. and Citizens for Welch

THIS AGREEMENT (hereinafter, Agreement) is made and emered into as of this 1st day of September, 2002 by and between Gateway Ventures, Inc., 4201 N. Oakland Ave, 2nd Floor, Shorewood, Wisconsin 53211 (hereinafter Gateway) and Citizens for Welch, P. O Box 523, Red Granite, Wisconsin 54970 (hereinafter Committee).

- 1 Gateway agrees to perform and render fundraising development and political consulting services and assistance to the Committee in connection with its overall strategies for the state of Wisconsin.
- 2 Gateway shall serve as consultant to the Committee for the period September 1, 2002 through September 31, 2003. As compensation for the services to be performed by Gateway under this Agreement, the Committee agrees to pay to Gateway the sum of thirty thousand dollars (\$30,000.00), payable as follows: two thousand five hundred dollars (\$2,500.00) per month, billable on the first day of each month during the term hereof, commencing September 1, 2002 and continuing for twelve (12) consecutive months, the timing of the payments subject only to the over-riding needs of the Committee. Under no circumstances shall the Committee fail to remit payment beyond September 31, 2003.
- 3. If the Committee achieves certain mutually agreed upon political and fundraising goals, a bonus of up to twenty five thousand dollars (\$25,000.00) shall be paid to Gateway This bonus award shall be at the sole discretion of the Committee
- 4. Gareway shall prepare a monthly invoice which reflects any expenses incurred, e.g. travel, postage, telephone, etc. and includes documentation supporting such expenses. Any expenses which may exceed Two Hundred Dollars (\$200) per month shall be reimbursed only if preauthorized by the Committee prior to Gateway incurring such expense
- 5 The Committee agrees to provide all reasonable assistance to Gateway in furtherance of Gateway's efforts on behalf of the Committee. Except as contemplated by terms hereof or as required by applicable law, Gateway shall keep confidential all material non-public information provided to it by the Committee, and shall not disclose such information to any third party, other than such of its employees and advisors as Gateway determines to have a need to know.
- 6. After 3 months either party may elect to terminate this agreement at anytime with 30 days written notice. In the event of such termination no subsequent monthly payments shall be due from the Committee to Gateway.
- 7 Gateway agrees to perform its services under this agreement in accordance with its terms and any reasonable instructions that may from time to time be given to it by the

EXHIBIT

EXHIBIT

Committee. Gateway shall further perform its obligations hereunder in compliance with all applicable federal, state or local laws and regulations.

Agreement Between
Gateway Advisors, Inc and Citizens for Welch

- 8. Gateway is engaged as an independent contractor and shall not act or be deemed to be a partner, joint venturer or agent of the Committee for any purpose
- 9. This Agreement is not assignable by either party in any manner, by operation of law or otherwise without consent of the other party.
- 10 The language contained herein shall be deemed as approved by both parties hereto and no rule of strict construction shall be applied against any party hereto.
- 11. This Agreement is made pursuant to and shall be governed under and by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Gateway Ventiles, Inc.

in VIII-V

Phil Pringe, President

Citizens for Welch

By

Senator Robert T. Welch

FROM FOXFIRE GOLF CLUB 1 715 256 1294

Foxfire On The Green, Inc. 201 Foxfire Dr Waupaca, WI 54981 715-256-0409

Invoice No.

INVOICE

Customer			Misc		
Name	BOB WELCH FUNDRAISER		Date	6/9/2003	
Address			Order No.		
City	State ZIP		Rep		
Phone			FOB		لـــــا
	Description		Unit Price	TOTA	
Qty	FRUIT TRAY		\$ 25.00		25.00
	CHEESE TRAY		\$ 25.00		25.00
1	VEGGIE TRAY		\$ 25.00	, ,	25.00
1	ORDER OF CHICKEN DRUMETTES		\$ 100.00	, .	00.00
	ORDER OF BBQ MEATBALLS		\$ 100.00		00.00
			SubTotal	\$ 2	75.00
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Thank you for your patronage!





To the same

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CAMPAIGN FINANCE REPORT STATE OF WISCONSIN 04 JAN 30 AM 8: 27 Is this report an Ame NO STAIL COMMITTEE IDENTIFICATION Citizens for Welch Name of Committee **OFFICE USE** Address P.O. Box 523 WSEB # ID City, State, ZIP Redgranite, WI 54970 Please check if address is different than previously reported NAME OF REPORT July 03 Contracting Pre-Primary 20 Spring Fall July 2002 Continuing Pre-election 20 Spring Fall **Audited Total SUMMARY OF RECEIPTS AND DISBURSEMENTS** Column A Column B **YTD** Office Use O This Period 1. RECEIPTS 1,528.20 43,323,95 A. Contributions including Loans from Individuals \$ 600.00 2,175.00 \$ B. Contributions from Committees (Transfers-In) C. Other Income and Commercial Loans TOTAL RECEIPTS (Add totals from 1A, 1B, and 1C) 2,128.20 45,498.95 2. DISBURSEMENTS \$ 73.204.99 88,489.03 A. Gross Expenditures \$ B. Contributions to Committees (Transfers-Out) TOTAL DISBURSEMENTS (Add totals from 2A and 2B) 73,204.99 88,489.03 CASH SUMMARY Cash Balance at Beginning of Report \$ 99,147.24 **Total Receipts** \$ 2,128.20 Subtotal 101,275.44 Total Disbursements 73,204.99 CASH BALANCE AT END OF REPORT \$ 28,070.45 INCURRED OBLIGATIONS (at close of period) \$ LOANS (at close of period) I certify that I have examined this report and to the best of my knowledge and belief it is true, correct and complete. Type or Print Name of Candidate or Treasurer Robert Wein

NOTE. The information on this form is required by ss. 11 06, 11 20, Wis. Stats. Failure to provide this information may subject you to the penalties of ss. 11 60, 11 62, Wisconsin Stats.



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Citizens for Welch

SCHEDULE 1-A Contributions Including Loans from Individuals

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Enright	07/01/03 Mulleady	Гее	Bytof	Lisowe	Wolf	Goetz	07/01/03 Klingenberg	07/01/03 Gundersen	07/01/03 Connelly	LAST
Ann	James	Daniel	Јоусе	Ray	Edward	Jim Jr.	Dean	John	James	FIRST
1320 Scenic Drive Kewaskum	P.O. Box 679	W8904 Dupless Road	2229 Sunnse Drive	P.O. Box 176	605A Kettle Moraine Drive S	4130 Veith Avenue Madison	6128 County A	4200 Janick Circle No.	9305 N. Valley Hill Road	ADDRESS
Kewaskum	Minocqua	Portage	Appleton	Stockbridge	Slinger	Madison	Amherst	Stevens Point	Milwaukee	CITY
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RE/MAX United Cedarburg	Coldwell Banker Mulleady-MIN	First Weber Group Inc West Towne	Coldwell Banker The R.E. Group	١,	EH Wolf & Sons, Inc.	Goetz Industries			Foley & Lardner	EMPLOYER NAME
				160 Sandy Beach Road, Lake Mills, WI	414 Kettle Moraine Drive S; Slinger, WI 53086	190/94 & Highway 78; Portage, WI 53901			800 W Bradley Road, Milwaukee, Wi 53217	EMPLOYER ADDRESS
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Rooney	Marcus	Rusch	Lennon	Rusch	Jones	Johnson	Simpson	Turner	06/09/03 McCauley	Crase	Frey	Neuville
J. Patrick	Stephen	David	William	Kent	Joe	Stephen	Elizabeth	Scott	Harnet	Elaine	Susan	Tim
7440 Woodland Drive	7580 North River Road	111 W. North Water Street	536 Ruford Road	217 W. Cook Street	E1705 Lakeshore Drive	518 S. Main Street Waupaca	171 Fairway Drive	N2300 Country Lane	N2595 Rustic Drive	P.O. Box 201	2018 Southland Lane	P.O. Box 365
Indianapolis	River Hills	New London WI	Neenah	New London			0	Waupaca	tonville		9	Waupaca
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• • •	The Marcus Company	Cline & Hanson Funeral Home	State of Wisconsin	Cline & Hanson Funeral Home		A J. Holly & Sons, LTD		Waupaca Publishing				Neuville Motors
	250 E. Wisconsin Avenue; Milwaukee, Wi 53202	209 W. Cook Street; New London, WI 54961	240 Algoma Street; Oshkosh, WI 54901	209 W. Cook Street, New London, WI 54961		526 S. Main Street, Waupaca, Wt 54981		717 10th Street, Waupaca, WI 54981				720 W. Fulton Street; Waupaca, WI 54981
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06/09/03 Howe	06/09/03	06/09/03	06/09/03 Butter	06/09/03 Hird	06/09/03 Zigman	06/09/03 McGriff	06/09/03 Fuller	06/09/03 Mitchell	06/09/03 Sharp	06/09/03 Sharp
Номв	Erickson	08/09/03 Anderson	Butter	Hird	Zigman	McGriff	Fuller	Mitchell	Sharp	Sharp
딦	Lief	Loren	Roy	Lyle	Lynette	Deborah	Howard	George	Sherry	Richard
15100 Briaridge Court	111 N. Maple Lane Burlington	W5549 Plantation	2034 E. Glendale Avenue	5822 Barton Road	15285 Leland Drive	3290 N. 44th Street	3290 N. 44th Street	5250 N. Kimbark Place	501 Rivergate Drive	501 Rivergate Drive
Elm Grove	Burlington	Elkhorn	Milwaukee	Madison	Brookfield	Milwaukee	Milwaukee	Whitefish Bay	Richmond	Richmond
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53122 Presi	53105	53121	53211	53711 Retir	53005 Partn	53216	53216	53217	23233 Retir	23233
Auro President/CEO Care	President	Executive Vice President		Retired	Partner	53216 Educator	Educator	53217 Consultant	Retired	Retired
Aurora Health Care	Aurora Health Care South Region	Memorial Hospital Corporation of Burlington			Foley & Lardner	Edison Schools	Marquette University	The Mitchell		
3000 West Montana; Milwaukee, WI 53215	248 McHenry Street; Burlington, WI 53105	252 McHenry Street; Burlington, WI 53105			15285 Leland Drive, Brookfield, WI 53005	521 Fifth Avenue, New York, NY 10175	750 N 18th Street; Milwaukee, WI 53202	2025 N. Summit Avenue, Milwaukee, WI 53202		
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06/09/03 Sauey	06/09/03 Weiske	06/09/03	06/09/03 Higgins	06/09/03 Weiss	06/09/03 Plooster	06/09/03 Walsh			06/09/03 Schwartz					06/09/03 Koehler				06/09/03				06/09/03 Turkal					06/09/03 Huxley				
Sauey	Weiske	Viste	Higgins	Weiss	Plooster	Waish			Schwartz					Koehler				06/09/03 Ambrosius				Turkal					Huxley				
Craig	ج G	Kenneth	Tim	Beatrice	Chris	Lorelle			Mark					Tom				Mark			, _	Nick					Eliot				
212 10th Avenue	522 Fairview Avenue	100 Stoney Beach Road	909 Cambridge Court	N1507 State Highway 22	E11451 Birnam Woods Road	Road	AF30 W Coults		Mountbrooke Drive Germantown WI	W210 N11165			Cicci Cal	4373 Nicolat Oriva				Street	2424 6 9254			Avenue	4870 N. Bartlett				Drive	9287 N. Waverly			
Baraboo	Ripon	Oshkosh	Appleton	Montello	Baraboo	Mequon			Germantown									West Allıs				Bay	Whitefish				Milwaukee				
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53913	54971	54901 Phy	54915	53949	53913	53092			53022				5	5/311 Dra				53227				53217					53217				
	Insurance Agent	Physician				Resources	Sr. V.P.		53022 Administrator				Logiderik	Droeidon				Metro Region				Vice President	Sr Clinical				53217 President				
	New England Financial	LakesideNeuro care				Care			County	Washington	Center of	Aurora Medical	Middled Colle	Medical Center	Aurora			Care	A	,		Care	Aurora ⊬esith	-			Group	Aurora Medical			
	Box 2040; Ripon, WI 54971					WI 53215	Avenue;	3000 W.	53027	Hartford, WI	Street		1032 Fast		Road; Green	Greenbriar	2845	WI 53215	Avenue,	Montana	3000 W	WI 53215	Mitwaukee,	Avenue,	Montana	3000 W.			Avenue:	Montana	3000 W
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06/09/03 Frommgen	06/09/03 Domaike	06/09/03 Deremme	06/09/03 Christiansen	06/09/03 Burmeister	Buntrock	Bristol	Keliner	Murphy	Bestui	Byers	Lennon
Lori	Ronald	Lee	Randy	BIII	Dave	Bruce	Dorothy	David	Howard	Mary Jo	William
W1082 Concord Center Drive	705 N. 4th Street	206 Willow Street	P.O. Box 576	W7860 State Road & 73	137 N. Main Street Clintonville	P.O. Box 1109	208 Park Crest Drive	E11555 Highway 159	225 McKinley Street	515 River Street	536 Riford Road
Sullivan	Tomahawk	Luxemburg	Crivitz	Wautoma	Clintonville	Minocqua	Thiensville	Baraboo	lola	Waupaca	Neenah
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53178	54487 Tav	54217 Tav	54114 Tav	54982 Tav	54929 Tav	54548 Tav	53092	53913	54945 Rea	54981	54956
	Tavern Owner	Tavern Owner	Tavern Owner	Tavern Owner	Tavern Owner	Tavern Owner		Professional Engineer	Realtor		54956 Attorney
	Silverado	Augie's Bar & Grill	Sandstone Lodge	Billy B's	Bun's Fireside	Island City Lanes		MSA Professional Services	H H. Bestul Realty Ltd		State of Wisconsin
	705 N 4th Street; Tomahawk, WI 54487	206 Willow Street; Luxemburg, WI 54217	W8508 County Road W; Crivitz, WI 54114	Highway 21; Wautoma, WI 54982	M10962 Lakeshore Road; Clintonville, WI 54929	8085 Highway 51 S; Minocqua, WI 54548		1230 South Blvd , Baraboo, WI 53913	Box 251, iola, WI 54945		240 Algoma Street; Oshkosh, WI 54901
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06/09/03 Curtis	06/09/03 Caflisch	06/09/03 Machut	06/09/03 Fisher	06/09/03 Schulz	06/09/03	06/09/03 Raught	06/09/03 Sprenger	06/09/03 Caflisch	06/09/03 Emmer	06/09/03 Hall	06/09/03 Ward
Curtis	Caflisch	Machut	Fisher	Schulz	06/09/03 Hinderman	Raught	Sprenger	Caflisch	Emmer	Hall	Ward
Michael	Nei	Wayne	BIII	Nancy	Gerald	Patricia	Robert	Nei	Wayne	Jack	Sharon
316 Heidelberg Court	124 Fourth Avenue	3009 41st Street	4226 W. Lake George Road	26008 31st Street	114 West Clay Street	Yukon Trail	P.O. Box 312	124 Fourth Avenue	906 S. 15th Street	N7265 Shacks	1979 S. 15th Street
Green Bay	Baraboo	Two Rivers	Rhinelander	Salem	Cuba City	Tomahawk	Marion	Baraboo	Sheboygan	Mauston	Milwaukee
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54302	53913	54241	54501	53168	53807	54487	54950 Prop	53913	53081	53948	53204
54302 Owner	53913 Tavern Owner			53168 Owner	53807 Owner	54487 Owner	Proprietor	53913 Tavern Owner		53948 Owner	
Nineteenth Hole	Square Tavern			Jeddy's Bar	Green House Tavern	Pat-Rick's		Square Tavern		N7265 Shack Mauste Shipwreck Bay 53948	
Green Bay, WI 54302	124 4th Avenue, Baraboo, WI 53913 1647 Cass;			1660 240th Avenue; Kansasville, WI 53139	3544 County Highway HH, Kieler, WI 53812	1203 State Highway 13, Tomahawk, WI 53934	121 N. Main Street, Marion, WI 54950	124 4th Avenue, Baraboo, WI 53913		N7265 Shacks Road, Mauston, WI 53948	
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06/23/03 Baeten	06/23/03 Ryan	06/23/03 Steichen	06/23/03 Beck	06/09/03 Jankers	06/09/03 DePue	06/09/03 Zdroih	06/09/03 Miller	06/09/03 Johnson	06/09/03 Culver	06/09/03 Skewes	06/09/03		06/09/03 Dahlen
Baeten	Ryan	Steichen	Beck	Jankers	DePue	Zdroih	Miller	Johnson	Culver	Skewes	SKIDDIE	Lendved	Dahlen
Scott	Robert	Bob	Jeff	Tommy	Тепу	Tony	Glenn	Julie	Lea	Denise	Joe	Connie	Nancy
305 N. 10th Street	403 Venture Court, No. 1	P.O. Box 8	373 Overland Trail Oshkosh	2018 Highway 45 N	8003 Lost Lake Drive N	3973 Cloverland Drive	3597 E. Buckatabon Road	S2937 Birdie Court	N834 Club Circle Drive	6110 Old Middleton Road	5920 Highway K		W2860 US Hwy 10
De Pere	Verona	Bonduel	Oshkosh	Eagle River	St. Germain	Eagle River	Conover	Reedsburg	Prairie du Sac	Madison	Conover	Little Chute	Granton
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Ryar 54115 Hom	53593	54107	54904	54521	54558	54521	54919	53959	53578	53705	54518	54140	54436 Own
Ryan Funeral Home		54107 Executive	54904 Executive							Registered	54519	Owner	Owner
	HLM C:- ^{1,1} 3	Bonduel Cable	Americable							UW Hospital		Bear's Den	Tommy's Hilltop Tavern
		120 S. Church Street; Bonduel, WI 54107	6076 Lake Road; Oshkosh, WI 54902							600 Highland Avenue, Madison, WI 53792		130 S Main Street; Clintonville, WI 54929	W2860 US Highway 10, Granton, WI 54436
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